

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Carlton, a municipal corporation of the State of Oregon, hereinafter referred to as the “City,” and _____, hereinafter referred to as “_____” or “Police Chief.”

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the employment for a term of _____ as the Police Chief of the City as provided by state law and the ordinances of the City of Carlton, Oregon.

2. Duties. The City hereby agrees to employ _____ for a period of twenty-four months as the Police Chief to perform and carry out the duties and functions of the Police Chief for the City of Carlton as specified in the City’s ordinances, rules and regulations and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. The Police Chief agrees that he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by City ordinance and the terms of this Agreement. _____ shall be subject to the control and direction of the City Manager.

3. Term of Employment and Termination. The employment of _____ shall be for a term of approximately twenty-four months, commencing on or before March 15, 2005, and shall terminate on the 31st day of March, 2007. It is expressly understood and agreed that _____ serves as a contract employee of the City, and that subject to the provisions set out below, he may be terminated at any time by the city manager with or without cause. In terminating the employment of the Police Chief, the City Manager may use his or her uncontrolled discretion and his or her action shall be final and shall not depend upon any cause or particular showing or degree or proof.

- a. Limitation on Termination. Notwithstanding those provisions of Section 3 herein above set forth, the Police Chief shall not be removed from office, during or within a period of ninety (90) days following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Police Chief in the performance of the powers and duties of his office. After the expiration of said ninety (90) day period aforementioned, the provisions of this Section as to the termination of the Police Chief shall apply and be effective. In the case of termination, without cause during the unexpired term of the first two years of employment by the City, _____ shall be entitled to receive a three (3) month severance payment, in a lump sum, accumulated, but unused vacation, and administrative leave “Severance Pay”. In return, _____ agrees to be available for consultation and assistance to the new Police Chief or any other City Council appointee for 5 hours a week for 30 days from the date of termination, by phone. Involuntary termination without cause from service shall include, but not be limited to, reductions in force, forced resignations, position eliminations, structural reorganizations and

reductions in pay not applicable to all employees of the City.

- b. Severance Pay. Severance pay shall not be due or payable to the Police Chief, if the Police Chief resigns, or is terminated by the City Manager with cause, or following the Police Chief’s conviction of or plea of no lo contendere to a felony or other misdemeanor involving theft, dishonesty or misappropriation of public funds.

4. Resignation. _____ may voluntary resign at any time from his position with the City provided that he gives the City thirty (30) days notice in advance in which case he foregoes any right to severance pay and benefits. _____ shall be paid in a lump sum for all accrued, but unused vacation, and administrative leave.

5. Compensation.

a. Salary. The City shall pay _____ for his services an annual salary of forty-six thousand and fifty dollars (\$46,500) payable in equal monthly installments at the same time as other employees of the City are paid.

b. Overtime. _____ shall be an exempt managerial employee and not subject to any overtime compensation under the Fair Labor Standards Act.

c. Compensation Adjustments. The compensation of the _____ shall be reviewed annually by the City Manager and may be adjusted by up to five (5) percent by the City Manager at his or her discretion. City council approval is required for any adjustment beyond five (5) percent.

d. Retirement Contributions. The City shall contribute on behalf of _____ to the Oregon Public Employee Retirement System (PERS) on the same basis as such contributions are made with regard to all other full time employees of the City. In addition, if available, _____ shall have the option of participating in a deferred compensation plan or other alternative retirement plan sponsored by the City on the same basis as all other full time employees.

e. Social Security and Medicare. The City shall pay the required employer’s contribution on _____’s salary to social security and Medicare. _____ shall be responsible for paying the employee’s portion of social security and medicare taxes.

f. Health Insurance. The City shall pay on behalf of _____, and to the extent payable for the families of other employees, the family premium for health and dental insurance from available options through its insurance carrier. _____ shall be responsible to pay any and all deductibles, co-payments, or other charges above the health insurance premium.

g. Paid Vacation Leave. The City agrees that _____ shall accrue paid vacation leave at the following rate:

<u>Service Years</u>	<u>Vacation Days</u>
0-4	10
5-10	15
Over 10	20

_____ shall be entitled to accrual of unused vacation leave in accordance with existing or future City personnel policies _____ shall be credited with five (5) days as of the first day of employment and have the option of converting up to five (5) days of accrued vacation leave into cash each fiscal year.

h. Administrative Leave. _____ shall be entitled to forty (40) hours of paid administrative leave per year, which must be used during the fiscal year at _____'s sole and exclusive discretion. Any unused administrative leave at the end of the fiscal year shall be forfeited.

i. Sick Leave. _____ shall be entitled to 10 days of sick leave per year which shall be earned and shall accumulate in the same manner as for all other full time City employees. _____ shall be credited with five (5) days sick leave as of the first day of his employment.

j. Life and Disability Insurance. The City agrees to provide at least \$20,000 in group plan life insurance for _____ providing the same coverage as provided to all other full time employees. During the full term of this Agreement the City shall pay 100 percent of the costs for such life insurance coverage.

k. Additional Benefits. _____ shall be entitled to all other management employee benefits in force on the date that this agreement is approved by the governing body as stated in the MOU (or personnel rules).

6. Residency. _____ shall live within a fifteen (15) miles of the City Hall in Carlton.

7. Vehicle. The City shall provide a vehicle for use during business hours by _____ and other city employees for official City business. In the event _____ uses his private vehicle for travel on city business, he shall be reimbursed for mileage in accordance with City policies.

9. Professional Development. The City agrees to pay the professional dues, subscriptions, travel and other business expenses of _____ reasonably necessary for participation in national, state and local associations, professional organizations, governmental groups and committees thereof for the good of _____ and the City in accordance with the approved budget.

10. Reimbursement Expenses. The City will reimburse _____ for all sums necessarily incurred and paid by him in the performance of his duties. _____ shall submit a claim form and receipts to the City in the form and manner required by City policies.

11. Bonding. The City shall bear the full cost of any fidelity or other bonds required of _____ under any law or ordinance.

12. Office and Time Spent. _____ shall maintain regular office hours in City Hall and shall spend time in the performance of his duties for the City as is necessary or may be required from time to time by the City Manager. _____ is expected to devote necessary time outside normal office hours to the business of the City. To that end, _____ shall be allowed flexibility in setting his own office hours.

13. Performance Evaluations. The City Manager shall evaluate the performance of _____ on an annual basis. The City Manager shall provide _____ adequate opportunity to discuss his evaluation with the City Manager.

14. Other Terms and Conditions of Employment.

a. Applicability. All provisions of the City Ordinances, Administrative Code, and rules and regulations pertaining to City personnel shall apply to _____ as they would to other management employees of the City except as herein expressly modified.

b. Indemnity. The City shall defend, indemnify and hold harmless _____ from all claims and actions arising out of _____'s employment, which pertain to actions of the Police Chief within the course and scope of his employment by the City. All provisions of this section shall survive the termination of this Agreement, and remain in effect after termination of _____'s employment at the City.

15. No Reduction of Benefits. The City shall not at any time during the time of this Agreement reduce the salary, compensation, or other financial benefits of _____, except to the degree such a reduction is across-the-board for all employees of the City.

16. General Provisions.

a. Notice. Any notice required or desired to be given pursuant to this Agreement shall be given in writing by personal delivery or sent by certified mail, return receipt requested, postage prepaid to the parties hereto at their last known address. Notice shall be deemed given as of the date of personal service or as of the date five (5) days following deposit of such notice in the United States mail.

b. Entire Agreement. This Agreement contains the entire agreement concerning the employment arrangements of _____ and shall supersede any prior agreements, promises, inducements, representations or warranties made by either party pertaining to the employment of _____ except as may be set forth in the Ordinances of the City of Carlton. Any modifications of this Agreement will be effective only if made in writing and signed by both _____ and the City.

c. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, and successors in interest. _____'s rights and interest arising under this Agreement are personal and may not be assigned.

d. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

e. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

f. Amendment. This Agreement shall not be amended except in writing signed by

the parties hereto.

g. Attorney Fees. In the event either party shall initiate any suit, action or appeal on any matter relating to this agreement, then the court before whom such suit, action or appeal is taken shall award to the prevailing party such attorney's fees as the court shall deem reasonable, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this agreement or be a separate obligation as appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 15th day of March 2005.

City Manager

Police Chief

ATTEST:

City Recorder